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ABRA  
Rec'd 10/2/02  
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**VOLUNTARY AGREEMENT CONCERNING ISSUANCE  
OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

**THIS AGREEMENT**, made and entered into this 1st day of October, 2002, by and between HacaVentures, Inc., trading as Whisper (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

**Whereas** Applicant has filed an application (#50004) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as Whisper, located at 2477 18th Street, NW, Washington, DC.

**Whereas** Protestants have filed before the Board protests opposing the granting of this renewal.

**Whereas** in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

**Whereas** Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

**Now therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. Hours. The hours of operation shall be:

Inside:            Sunday through Thursday, 11:00 AM until 2:00 AM  
                      Friday through Saturday, 11:00 AM until 3:00 AM

"Last call" will be announced at 1:30 AM or ½ hour before closing  
Sunday through Thursday and 2:30 AM or ½ hour before closing  
Friday and Saturday.

Sidewalk Cafe/Summer Garden: N/A

Should Applicant obtain sidewalk cafe or summer garden permissions, he agrees to close same at 11:00 PM Sunday through Thursday and 12:00 Midnight Friday and Saturday.

2. Seating. Seating capacity will not exceed:

Establishment is located in first floor and basement.

Interior tables and bar: 99

Sidewalk Cafe/Summer Garden: N/A

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 23 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5. Exterior including Public Space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

6. Items specific to establishment.

Applicant agrees to not place outside in the public space any loudspeaker, tape player, CD player, radio or other similar device, or to place any inside speaker in such a way that it projects sound outside into the public space.

Applicant agrees to operate the establishment under the terms of it's license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

Applicant agrees to not place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lamp posts, street signs and any vehicle parked in the public space.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours", or any other similar event..

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

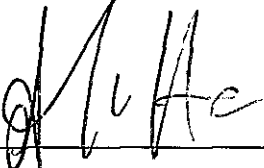
9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

12. Availability of Voluntary Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

APPLICANT:



By: ALIREZA HATALIGHOLI  
WHISPERS, INC

Date: 10-2-02

PROTESTANTS

 10.2.2002

Kalorama Citizens Association  
By: ABC LICENSING CHAIR  
KALORAMA CITIZENS ASS'N

Date: 10.2.2002

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of June 2002, by and between Coruna, Inc., currently Trading as "Showboat" (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C, (hereinafter "ANC1C"), witnesses:

**Whereas** Applicant has filed an application ( 50004 ) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises currently known as "Showboat" located at 2477 18<sup>th</sup> Street NW, Washington, DC.

**Whereas** in recognition of the Board's policy of encouraging parties to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address ANC1C's concerns and to include this agreement as a formal condition of its application, and (2) ANC1C will agree to the issuance of the renewal of the license *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

**Whereas** Applicant has recently taken or intends to take certain measures designed to ameliorate ANC1C's concerns,

**Now agree therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. **Hours.** The hours of operation shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	2002 JUL 3 PM 9 46	Sunday
Inside:	11-2	11-2	11-2	11-2	11-3	11-3		11-2
Roof:	N/A	N/A	N/A	N/A	N/A	N/A		N/A
Patio:	11-2	11-2	11-2	11-2	11-3	11-3		11-2

(If hours are different on different floors please indicate)  
If different from above, hours when alcohol will be served:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside:							
Roof:							
Patio:							

2. **Seating.** Seating capacity will not exceed:

Interior table:	59	Interior bar:	40	Patio(s):	8	Roof:	0
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(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.
4. Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.
5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as need to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.  
 (b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment:

a) Previous owners/managers may not be involved in any way in the operations of the establishment. b) Proprietors agree to run restaurant and business under the terms of their license and will not rent out restaurant to third parties for events where the owner/manager is not present and managing the business.

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7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls."
8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.
9. Modification. This agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of changes at a full public meeting.
10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. WITHDRAWAL OF PROTEST. PROTESTANT AGREES TO WITHDRAW THEIR PROTEST, PROVIDED, THAT THIS AGREEMENT IS INCORPORATED INTO THE BOARD'S ORDER RENEWING THE LICENSE.

APPLICANT:



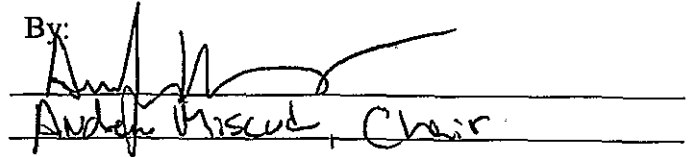
By:

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ANC1C:

Advisory Neighborhood Commission 1C

By:

  
Andrew Miskud, Chair  
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